
In Re:

Case No. 04-51130

Craig Allen Kalkbrenner
Debtor(s)

Chapter 7 Case

NOTICE OF HEARING AND MOTION FOR RELIEF FROM THE STAY

TO: Debtor(s) and other entities specified in Local Rule 9013-3.

1. Ford Motor Credit Company moves the Court for the relief requested below and gives notice of hearing.
2. The Court will hold a hearing on this motion on December 8, 2004 at 1:30 PM o'clock, in Courtroom No. 2, Fourth Flr, United States Courthouse, 515 West First St., Duluth, MN.
3. Any response to this motion must be filed and delivered not later than December 3, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays, and holidays), or filed and served by mail not later than November 29, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**
4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334, Fed. R. Bankr. P. 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this case was filed October 7, 2004. The case is now pending in this court.
5. This motion arises under 11 U.S.C. §362(d) and Fed. R. Bankr. P. 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 9006-1, 9013-1 through 9013-3, and 9017-1. Movant seeks relief from the automatic stay in §362(a) to foreclose its lien against the 2001 FORD FOCUS 4D SE VEHICLE (the collateral), and requests the court permit Movant to immediately enforce the order requested, lifting the 10 day stay imposed by Rule 4001(a)(3).

6. Movant requests relief from the stay for cause under §362(d)(1). Debtor is delinquent under the terms of the original contract with Movant. Movant requests relief under §362(d)(2). The Debtor has no equity in the collateral, and the collateral is not necessary to an effective reorganization.
7. Movant gives notice that it may, if necessary, call Jennifer Dean, or some other representative of Movant, from Movant's offices in Minnesota, to testify regarding the debt and collateral value.
8. This notice of motion and motion also serve as notice of default required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn.1980). If the default is not cured before the hearing, Movant will repossess the collateral promptly upon the Court signing the Order.
9. A separate Memorandum of Fact and Law is attached hereto and made a part hereof.

WHEREFORE, Ford Motor Credit Company moves the Court for an order modifying the automatic stay of §362(a) of the Bankruptcy Code to permit Movant to take possession and dispose of the collateral, and such other relief as may be just and equitable.

Dated: October 27, 2004

STEWART, ZLIMEN & JUNGERS, LTD.

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

MINNESOTA DEPARTMENT OF PUBLIC
DRIVER & VEHICLE SERVICES DIVISION
445 MINNESOTA ST., ST. PAUL, MN 55101
CONFIRMATION OF LIEN PERFECTION - DISCHARGE

KALKBRENNER CRAIG ALLAN
5957 SUNNY LANE
DULUTH MN 55811

St. Paul, MN

*

FKT800

1ST SECURED PARTY

LIEN HOLDER

Year 01	Make FORD	Model 4DESC	Title NR. D3380N369
VIN 1FAFP34P11W349932		Security Date 10/06/01	Rebuilt NO

RETAIN THIS DOCUMENT - See reverse
side of this form for removing this lien.

FORD MOTOR CREDIT CO C/O ASG
PO BOX 105704
ATLANTA GA 30348-5704

EXHIBIT A

MINNESOTA SIMPLE INTEREST VEHICLE RETAIL INSTALMENT CONTRACT DATE 10/06/2001
Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) CREDITOR (Seller Name and Address)
CRAIG ALLEN KALKBRENNER TWO HARBORS FORD
5957 SUNNY LANE 893 SCENIC DR. PO BOX 40
DULUTH MN 55811 TWO HARBORS, MN 55616
ST. LOUIS

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

Table with 6 columns: New/Used, Year and Make, Model, GVW if Truck (lbs.), Vehicle Identification Number, Use For Which Purchased.
NEW 2001 FORD FOCUS 1FAFP34P11W349932 XX Personal [] Agricultural [] Commercial

Trade-in Year and Make \$ N/A Gross Allowance \$ N/A Amount Owning

ITEMIZATION OF AMOUNT FINANCED

- 1. Cash Price INCLUDES TAXES AND A DOC FEE OF 25.00 \$ 15785.72 (1)
- 2. Down Payment
Manufacturer's Rebate Assigned to Creditor \$ N/A
Cash Down Payment \$ N/A
Trade-in (description above) \$ N/A
Total Down Payment \$ N/A (2)
- 3. Unpaid Balance of Cash Price (1 minus 2) \$ 15785.72 (3)
- 4. Amounts Paid On Your Behalf (Seller may be retaining a portion of these amounts)
To Public Officials
(i) for license, title & registration fees \$ 208.50
(ii) for filing fees \$ N/A
(iii) for taxes (not in Cash Price) \$ 4.00 \$ 212.50
To Insurance Companies for:
Credit Life Insurance \$ N/A
Credit Disability Insurance \$ 585.00
QUALITYCARE MAINTINANCE \$ N/A
To for \$ N/A
To for \$ NA
To for \$ NA
Total \$ 797.50 (4)
- 5. Amount Financed (3 plus 4) \$ 16583.22 (5)

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment
0 %	\$ N/A	\$ 16583.22	\$ 16583.22	\$ 16583.22

Payment Schedule - X Number of payments Amount of Each payment When Payments are due
Your payment schedule 69 \$ 276.38 monthly starting
will be: 1 final \$ 276.88 20 NOV 01

Prepayment: If you pay off your debt early, you will not have to pay a penalty.

Security Interest: You are giving a security interest in the vehicle being purchased.

Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL OR AGRICULTURAL USE CONTRACTS: If you purchased the vehicle for commercial or agricultural use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5 percent of the late amount or \$50.00, whichever is less.

Any change in this contract must be in writing and signed by you and the Creditor.

BUYER: CO-BUYER:

NOTICE TO BUYER

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

You acknowledge receipt of a true and completely filled in copy of this contract, signed by both yourself and the seller, at the time of signing.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

Buyer Signs

(Co) Buyer Signs

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company.

Seller TWO HARBORS FORD By KALKBRENNER Title BUS. MANAGER

FC 17622-SI Oct 00 (Previous editions may NOT be used.)

SEE BACK FOR ADDITIONAL AGREEMENTS

QUESTIONS?



PLEASE CALL US AT 1-800-727-7000 00-001

ORIGINAL

EXHIBIT B

ADDITIONAL AGREEMENTS

A. Payments: You must make all payments when they are due! You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

B. Security Interest: You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

C. Use of Vehicle - Warranties: You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

D. Insurance: You must insure yourself and the Creditor against loss or damage to the vehicle. The type and amount of insurance must be approved by the Creditor. If the Creditor obtains a refund on insurance or service contracts, the Creditor will subtract the refund from what you owe. **Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.**

If a charge for vehicle insurance is shown on the front, the Creditor will try to buy the coverages checked for the term shown. The Creditor is not liable, though, if he cannot do so. If these coverages cost more than the amount shown for insurance, the Creditor may buy them for a shorter term or he may give you credit for the amount shown. If he cannot buy any insurance, he will give you credit for the amount shown. The credit will be made to the last payments due.

E. Late Payments: You must pay any cost paid by the Creditor to collect any late payment, as allowed by law. Acceptance of a late payment does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth below if there is any default.

- F. Default:** You will be in default if:
1. You do not make a payment when it is due; or
 2. You gave false or misleading information on your credit application relating to this contract; or
 3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
 4. You file a bankruptcy petition or one is filed against you; or
 5. You do not keep any other promise in this contract.

If you default, the Creditor may require you to pay, at once, the unpaid Amount Financed, the earned and unpaid part of the Finance Charge, and all other amounts due under this contract. He may repossess (take back) the vehicle, too. He may also take goods found in the vehicle when repossessed and hold them for you.

If the vehicle is taken back, he will send you a notice. The notice will say that you may redeem (buy back) the vehicle. It will also show the amount needed to redeem. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

The money from the sale, less allowed expenses, will be used to pay the amount still owed on this contract. Allowed expenses include those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. You must also pay attorney fees not to exceed 15% of the amount due and payable under the contract, and court costs payable by Ford Credit to obtain, hold, and sell the vehicle, collect amounts due and enforce Holder's rights under the contract. If there is any money left (a surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor, if allowed by law. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

G. General: To contact Ford Motor Credit Company about this account, call 1-(800) 727-7000. Any change in this contract must be in writing and signed by you and the Creditor. The law of Minnesota applies to this contract. If that law does not allow all the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

FTC NOTICES

NOTICE — ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

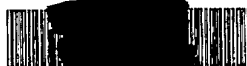
***Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.**

GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer, on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each one who signs as a guarantor will pay it when asked. Each person who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. He also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor _____ Address _____
Guarantor _____ Address _____

FC 17622-SI Oct 00 (Previous editions may NOT be used.)



FC 17622-SI OCT 00

Trade-In	BODY TYPE	Model No.	M.S.R.P.	Weight	Loan	Retail
200	Add Aluminum/Alloy Wheels (LX)				200	225
175	Add Audiophile Stereo System				175	200
75	Add Compact Disc Player (LX)				75	100
150	Add Cruise Control (ZX3, LX, SE)				150	175
275	Add Leather Seats (Std. SVT, ZTW)				275	325
100	Add Power Door Locks (ZX3, LX)				100	125
400	Add Power Sunroof				400	450
150	Add Power Windows (ZX3, LX)				150	175
75	Add Theft Recovery System				75	100
100	Add Tilt Steering Wheel (ZX3, LX, SE)				100	125
500	Deduct W/out Air Conditioning				500	500
425	Deduct W/out Automatic Trans. (Ex. SVT)				425	425
2002 ESCORT-4 Cyl.						
Veh. Ident.: (F)FA(P)(Model)(1)(2)(100001 Up.						
5500	Coupe 2D ZX2	11	\$12340	2464	4950	7000
4950	Sedan 4D	13	13960	2510	4475	6400
200	Add Aluminum/Alloy Wheels (Std. ZX2)				200	225
75	Add Compact Disc Player				75	100
150	Add Cruise Control				150	175
275	Add Leather Seats				275	325
100	Add Power Door Locks				100	125
400	Add Power Sunroof				400	450
150	Add Power Windows				150	175
75	Add Theft Recovery System				75	100
100	Add Tilt Steering Wheel				100	125
500	Deduct W/out Air Conditioning				500	500
425	Deduct W/out Automatic Trans.				425	425
2002 MUSTANG-V6						
Veh. Ident.: (F)FA(P)(Model)(1)(2)(100001 Up.						
9400	Coupe 2D	40	\$17190	3114	8475	11425
12050	Convertible 2D	44	22510	3254	10850	14375
2002 MUSTANG-V8-5 Spd./AT						
Veh. Ident.: (F)FA(P)(Model)(1)(2)(100001 Up.						
13575	Coupe 2D GT	42	\$22730	3273	12225	16000
16050	Convertible 2D GT	45	26985	3429	14450	18600
MUSTANG OPTIONS						
400	Add Leather Seats				400	450
225	Add MACH Stereo System				225	250
175	Add Power Seat (Coupe V6)				175	200
75	Add Theft Recovery System				75	100
525	Deduct W/out Automatic Trans. (V6)				525	525
175	Deduct W/out Cruise Control				175	175
2002 TAURUS-V6						
Veh. Ident.: (F)FA(P)(Model)(1)(2)(100001 Up.						
6975	Sedan 4D LX	52	\$18635	3355	6300	8750
7525	Sedan 4D SE	53	19445	3355	6775	9350
8150	Sedan 4D SES	55	20460	3392	7350	10025
9225	Sedan 4D SEL	56	22330	3408	8325	11250
8775	Wagon 4D SE	58	21380	3519	7900	10700
10125	Wagon 4D SEL	59	22580	3532	9125	12250
350	Add 3.0L Duratec V6 Engine (Std. Sedan SEL)				350	400
250	Add Aluminum/Alloy Wheels (LX)				250	300
75	Add Compact Disc Player (Std. SES, SEL)				75	100

ADJUST FOR MILEAGE - ADJUST FOR CONDITION
MIDWEST EDITION - OCTOBER 2004

Trade-In	BODY TYPE	Model No.	M.S.R.P.	Weight	Loan	Retail
400	Add Leather Seats				400	450
225	Add MACH Stereo System				225	250
175	Add Power Seat (Std. SES, SEL)				175	200
500	Add Power Sunroof				500	575
75	Add Theft Recovery System				75	100
175	Deduct W/out Cruise Control				175	175
225	Deduct W/out Third Seat (Wagon)				225	225
2002 CROWN VICTORIA-V8						
Veh. Ident.: (F)FA(P)(Model)(1)(2)(100001 Up.						
10250	Sedan 4D S	72	\$23015	3917	9225	12450
10500	Sedan 4D	73	22755	3927	9450	12725
11950	Sedan 4D LX	74	26345	3927	10775	14275
13175	Sedan 4D LX Sport	74	27960	3927	11875	15625
11175	Sedan 4D S Extended	70	25140		10075	13450
300	Add Aluminum/Alloy Wheels (Std. LX Sport)				300	350
125	Add Compact Disc Player				125	150
450	Add Leather Seats (Std. LX Sport)				450	500
75	Add Theft Recovery System				75	100
200	Deduct W/out Cruise Control				200	200
200	Deduct W/out Power Seat				200	200
2002 THUNDERBIRD-V8						
Veh. Ident.: (F)FA(P60)(1)(2)(100001 Up.						
22600	Convertible 2D	60	\$34965	3775	20350	26225
700	Add Removable Hardtop				700	800
75	Add Theft Recovery System				75	100
2001 FOCUS-4 Cyl.						
Veh. Ident.: 1FA(P)(Model)(1)(1)(100001 Up.						
5525	Hatchback 3D ZX3	31	\$12125	2551	4975	7025
4825	Sedan 4D LX	33	12385	2564	4350	6250
5700	Sedan 4D SE	34	14040	2564	5150	7225
6400	Sedan 4D ZTS	38	15260	2564	5775	7975
6450	Wagon 4D SE	36	16235	2717	5825	8025
150	Add Aluminum/Alloy Wheels (LX)				150	175
75	Add Compact Disc Player (LX)				75	100
125	Add Cruise Control (Std. ZTS)				125	150
225	Add Leather Seats				225	250
75	Add Power Door Locks (Std. SE, ZTS)				75	100
125	Add Power Windows (Std. SE, ZTS)				125	150
150	Add Sunroof				150	175
50	Add Theft Recovery System				50	75
75	Add Tilt Steering Wheel (Std. ZTS)				75	100
450	Deduct W/out Air Conditioning				450	450
375	Deduct W/out Automatic Trans.				375	375
2001 ESCORT-4 Cyl.						
Veh. Ident.: 1FA(P)(Model)(1)(1)(100001 Up.						
4600	Coupe 2D ZX2	11	\$12050	2478	4150	6000
4125	Sedan 4D	13	12970	2468	3725	5500
150	Add Aluminum/Alloy Wheels (Std. ZX2)				150	175
75	Add Compact Disc Player				75	100
125	Add Cruise Control				125	150
225	Add Leather Seats				225	250

ADJUST FOR MILEAGE - ADJUST FOR CONDITION
MIDWEST EDITION - OCTOBER 2004

EXHIBIT C

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 04-51130

Craig Allen Kalkbrenner
Debtor(s)

Chapter 7 Case

MEMORANDUM OF FACT AND LAW

Ford Motor Credit Company ("Movant") submits this Memorandum of Fact and Law in support of its motion for relief from the stay.

FACTS

Movant is the holder of a secured claim, and is thus a party in interest. Movant has a valid and perfected security interest in the collateral. The collateral is in the possession of the Debtor's brother according to the Statement of Intentions. The brother is not liable on the contract nor is he an owner of the collateral, to the best of Movant's knowledge. Debtor has not provided Movant with the name and address of the party in possession.

The total net balance due on the Contract is \$8,566.46 as of October 7, 2004. On information and belief, the collateral has a current NADA retail value of \$7,225.00. A copy of the NADA page(s) showing the value of the collateral is attached as Exhibit "C".

Movant's collateral is subject to depreciation in that the collateral is being used, subjecting the same to wear and tear, while Debtor is failing to make payments. There has been a further material default; Debtor has failed to comply with the Contract provision requiring Debtor to supply Movant with evidence of collateral insurance.

ARGUMENT

Pursuant to 11 U.S.C. §362(d)(1), a creditor is entitled to relief from the automatic stay "for cause, including the lack of adequate protection of an interest in property of such creditor." In this case, there is a lack of adequate protection as follows:

- Failure to make the payments required by the Contract since August 20, 2004.
- Failure to make payments due post petition under the Contract.
- Failure to reaffirm, redeem or surrender the collateral.
- Failure to maintain physical damage insurance on the collateral.

Movant has not been provided with adequate protection of Movant's interest in the collateral.

Such circumstances constitute cause, within the meaning of §362(d)(1), justifying relief from the stay.

See, United States Association of Texas v. Timbers of Inwood Association, Ltd. (In re Timbers of Inwood Association, Ltd.), 484 U.S. 365, 108 S.Ct. 626, 98 L.Ed. 2d 740 (1988); In re Reinbold v. Dewey County Bank, 942 F.2d 1304, 1306 (8th Cir. 1991). Pursuant to 11 U.S.C. §362(g), the burden is on the Debtor to prove adequate protection and/or absence of cause.

Pursuant to 11 U.S.C. §362(d)(2), relief from the automatic stay is also appropriate if the Debtor has no equity in the property and the property is not necessary to an effective reorganization. See, In re Gellert, 55 B.R. 970 (Bkrtcy. D.N.H. 1983). In the present case, the balance due Movant on the Contract is \$8,566.46. It appears Debtor has no equity in the collateral. No evidentiary hearing is required on the issue of equity unless Debtors dispute it. Powers v. American Honda Finance Corp., 216 B.R. 95, 97 (N.D.N.Y. 1997). There is no reorganization proposed by the Debtor in this Chapter 7 case. Pursuant to 11 U.S.C. §362(g), the burden is on Debtor to establish that collateral is necessary for reorganization.

Bankruptcy Rule 4001(a)(3) imposes a stay of 10 days which the court may, in its discretion, order is not applicable so that Movant may immediately enforce and implement the order granting relief. Advisory Committee Notes to 1999 Amendments to Bankruptcy Rule 4001.

Dated: October 27, 2004

STEWART, ZLIMEN & JUNGERS, LTD.

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 04-51130

Craig Allen Kalkbrenner
Debtor(s)

Chapter 7 Case

UNSWORN CERTIFICATE OF SERVICE

I, Linda Jeanne Jungers, declare under penalty of perjury that on October 28, 2004, I mailed copies of the attached Notice of Hearing and Motion for Relief from the Stay with Exhibits, Verification, Memorandum of Fact and Law, Certificate of Service, and proposed Order, by first class mail postage prepaid to each entity named below at the address stated below for each entity.

Craig Allen Kalkbrenner
226 North Cloquet Road E
Duluth, MN 55810

John F Hedtke
1217 E 1st Street
Duluth, MN 55805

Robert R Kanuit
Chapter 7 Trustee
4815 W Arrowhead Rd, Suite 230
Hermantown, MN 55811

U.S. Trustee
1015 U.S. Courthouse
300 South 4th Street
Minneapolis, MN 55415

Executed on: October 28, 2004

Signed: /e/Linda Jeanne Jungers
Linda Jeanne Jungers
STEWART, ZLIMEN & JUNGERS
430 Oak Grove Street, #200
Minneapolis, MN 55403

04-04314-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 04-51130

Craig Allen Kalkbrenner
Debtor(s)

Chapter 7 Case

ORDER FOR RELIEF FROM THE STAY

Ford Motor Credit Company's Motion for an order granting relief from the stay came before the Court on December 8, 2004 at 1:30 PM o'clock.

Based on the arguments of counsel, all the files, records and proceedings herein, the court being advised in the premises, and the court's findings of fact and conclusions of law, if any, having been stated orally and read in open court following the close of evidence,

IT IS HEREBY ORDERED:

1. The automatic stay is modified to permit Ford Motor Credit Company to repossess and sell the 2001 FORD FOCUS 4D SE VEHICLE, VIN 1FAFP34P11W349932, in accordance with applicable state law.
2. Notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3), this Order is effective immediately.

Dated: _____

United States Bankruptcy Judge